

RECORDATION NO. 25284 FILED

NOV 04 '04 2-36 PM

ALVORD AND ALVORD

ATTORNEYS AT LAW

1050 SEVENTEENTH STREET, N.W. :

SUITE 301

WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

November 4, 2004

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Master Lease and Assignment Agreement, dated as of October 1, 2004, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Assignor/
Lessor:

Cypress Tankcar Leasing IV, LLC
Bayside Plaza
188 The Embarcadero
Suite 420
San Francisco, CA 94105

Assignee/
Lessee:

Cypress Canada Management IV, Inc.
Bayside Plaza
188 The Embarcadero
Suite 420
San Francisco, CA 94105

Mr. Vernon A. Williams
November 4, 2004
Page Two

A description of the railroad equipment covered by the enclosed document is:

854 railcars bearing PLEX, PLMX, DCTX, MCTX AND CITX reporting marks and road numbers.

A short summary of the document to appear in the index is:

Master Lease and Assignment Agreement

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 25284 FILED

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SURFACE TRANSPORTATION BOARD

THIS IS COUNTERPART NO. 1 OF 3 COUNTERPARTS. ONLY COUNTERPART NO. 1 CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE. NO TRANSFER OR ASSIGNMENT OF OR SECURITY INTEREST IN THIS MASTER LEASE AND ASSIGNMENT AGREEMENT SHALL BE EFFECTIVE WITHOUT POSSESSION OF COUNTERPART NO. 1.

MASTER LEASE AND ASSIGNMENT AGREEMENT

THIS MASTER LEASE AND ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of this 2 day of October, 2004 by and between Cypress Tankcar Leasing IV, LLC, a California limited liability company ("Lessor") and Cypress Canada Management IV, Inc., a California corporation ("Lessee").

WHEREAS, Lessor has acquired the rail cars listed on Schedule A hereto (collectively, the "Cars") from the prior owners (each a "Seller");

WHEREAS, upon the acquisition of the Cars by Lessor, the Cars are under lease to various lessees pursuant to various riders or schedules to lease agreements (each, a "Sublease", collectively, the "Subleases", and each lessee thereunder is referred to as a "Sublessee") either directly by a Seller or by affiliates of Seller as agent, and the Cars and the Sublessees are more fully described on Schedule B hereto (for purposes hereof, any subsequent sublessee of the Cars shall be deemed to be "Sublessee" hereunder and any subsequent sublease entered into with such sublessee shall be deemed to be a "Sublease" hereunder);

WHEREAS, Lessor desires to lease the Cars to Lessee, and Lessee desires to lease the Cars from Lessor, upon the terms and conditions set forth herein, and Lessee desires to assign to Lessor for collateral purposes all of its right, title and interest under the Subleases.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Lease of Cars. Lessor hereby leases the Cars to Lessee, and Lessee hereby leases the Cars from Lessor, on the terms and conditions set forth below. As ratified below, the terms and conditions of each Sublease are hereby incorporated by reference:

- (a) To the extent that a Sublease is incorporated herein by reference, references to "Lessor" in the Sublease shall be deemed to be references to Lessor hereunder, and references to "Lessee" in the Sublease shall be deemed to be references to Lessee hereunder.
- (b) The Sublease is expressly permitted hereunder. Lessee shall take no action to disturb the quiet enjoyment of the Sublessee under the Sublease, so long as no default by the Sublessee shall have occurred and is continuing.

- (c) Lessee has accepted the Cars for all purposes hereunder.
- (d) Lessee shall not place a Lien (as defined in the Sublease) upon the Cars or the Sublease nor may Lessee transfer or assign its interest under the Sublease.
- (e) Lessee shall provide Lessor with all records in Lessee's possession, from time to time, pertaining to the movement of the Cars as set forth in the Sublease.
- (f) Lessee shall not amend, modify or waive any material term or condition under the Sublease without Lessor's prior written consent which may be given or withheld in Lessor's sole and absolute discretion.
- (g) If Lessor shall elect, Lessor shall have the right to enforce the rights of Lessee under the Sublease in Lessee's name and Lessee shall cooperate with Lessor and execute such documents or instruments as may be necessary or advisable to assist Lessor in enforcing such rights against the Sublessee; provided, however, that Lessor shall reimburse Lessee for its reasonable out-of-pocket third-party costs and expenses incurred in connection with such cooperation. Lessor shall approve in advance any costs and expenses that exceed Five Hundred Dollars (\$500.00). Lessee shall not interfere unreasonably with Lessor's exercise of its rights against the Sublessee under the Sublease.
- (h) Rent and all other sums payable to Lessee by Sublessee under the Sublease shall be paid to Lessor to an account designated by Lessor's and Lessee's manager, Transportation Equipment-PLM LLC, 200 Nyala Farm Road, Westport, CT 06880, facsimile (203) 341-9988, or as otherwise directed by Lessor and Lessee in writing. Lessee is obligated to remit to Lessor rent and all other sums payable under this Agreement only in the amount and to the extent paid by Sublessee under the Sublease; provided, that Lessee shall retain, on an aggregate basis with respect to all Subleases, for each twelve (12) month period during the term hereof, an amount equal to Ten Thousand Dollars (\$10,000), but only to the extent that Lessee shall collect from Sublessees rents sufficient to pay same. Lessor shall have no recourse to Lessee with respect to rent or other amounts not paid by a Sublessee under the Sublease.
- (i) Lessee hereby agrees to indemnify, defend and hold Lessor, its members, its and their officers, directors, managers, stockholders, employees, agents or attorneys (the "Lessor Parties") harmless from and against all claims, liabilities, losses, damages, costs and expenses, including, without limitation, reasonable fees and disbursements of counsel, resulting or arising on or after the date hereof from the use, operation, or sublease of the Cars, except to the extent arising out of any Lessor Party's gross negligence, willful misconduct or breach of the terms and conditions of this Agreement.

2. Assignment of Rights under the Subleases. To secure Lessee's obligations to Lessor hereunder, Lessee hereby collaterally assigns, transfers and conveys to Lessor, and grants to Lessor a security interest in, all of its right, title and interest in and to each Sublease, all amounts payable thereunder and all proceeds thereof. Lessor hereby accepts the foregoing assignment (but shall have no obligation to perform the obligations of Lessee as sublessor thereunder). Lessee authorizes Lessor to file, and execute on behalf of Lessee when required, all documents and instruments which are necessary or required to evidence or perfect such assignment and the security interest granted herein. Lessee and Lessor agree that the holding by Manager of any Sublease documents which constitute "chattel paper" (as such term is defined in the California Commercial Code) shall be deemed to be possession by Lessor for purposes of perfection of Lessor's security interest granted herein.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity, performance and enforcement.

4. Counterparts; Facsimile Signatures, Notices. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by facsimile signatures which shall be considered originals. The addresses of the parties shall be the addresses of the parties set forth in the first paragraph hereof or such other address as shall be provided by Lessor or Lessee to the other party in writing.

[Remainder of Page Intentionally Left Blank]

SCHEDULE A

Cars

Count	Car Mark	Car Number	Year Built
1	PLMX	702	2/1/1973
2	PLMX	703	2/1/1973
3	PLMX	710	3/1/1975
4	PLMX	713	3/1/1975
5	PLMX	718	7/1/1980
6	PLMX	719	1/1/1980
7	PLMX	720	1/1/1980
8	PLMX	721	1/1/1980
9	PLMX	722	1/1/1980
10	PLMX	723	1/1/1980
11	PLEX	1500	11/1/1980
12	PLEX	1501	11/1/1980
13	PLEX	1502	10/1/1980
14	PLEX	1503	12/1/1980
15	PLEX	1504	11/1/1980
16	PLEX	1505	12/1/1980
17	PLEX	1506	10/1/1980
18	PLEX	1507	11/1/1980
19	PLEX	1508	11/1/1980
20	PLEX	1509	12/1/1980
21	PLEX	1510	12/1/1980
22	PLEX	1511	11/1/1980
23	PLEX	1512	11/1/1980
24	PLEX	1513	11/1/1980
25	PLEX	1514	11/1/1980
26	PLEX	1515	11/1/1980
27	PLEX	1516	11/1/1980
28	PLEX	1517	12/1/1980
29	PLEX	1518	12/1/1980
30	PLEX	1519	12/1/1980
31	PLEX	1520	11/1/1980
32	PLEX	1521	11/1/1980
33	PLEX	1522	11/1/1980
34	PLEX	1523	12/1/1980
35	PLEX	1524	12/1/1980
36	PLEX	1526	12/1/1980
37	PLEX	1527	1/1/1981
38	PLEX	1528	1/1/1981
39	PLEX	1529	12/1/1980
40	DCTX	12684	5/1/1975
41	NCTX	20229	1/1/1975
42	NCTX	20230	1/1/1975
43	DCTX	75389	10/1/1974
44	NCTX	24051	3/1/1971
45	NCTX	24052	3/1/1971
46	NCTX	24053	3/1/1971


Count	Car Mark	Car Number	Year Built
47	NCTX	24055	3/1/1971
48	NCTX	24056	2/1/1971
49	CITX	13691	10/1/1973
50	CITX	13693	10/1/1973
51	CITX	13695	10/1/1973
52	CITX	13709	11/1/1973
53	CITX	13710	11/1/1973
54	CITX	13711	11/1/1973
55	CITX	13712	11/1/1973
56	CITX	13724	12/1/1973
57	CITX	13725	12/1/1973
58	CITX	13726	12/1/1973
59	CITX	13727	12/1/1973
60	CITX	13729	12/1/1973
61	CITX	13731	12/1/1973
62	CITX	13732	1/1/1974
63	CITX	13733	1/1/1974
64	CITX	13735	1/1/1974
65	CITX	13736	1/1/1974
66	CITX	13737	1/1/1974
67	CITX	13739	1/1/1974
68	CITX	13740	1/1/1974
69	DCTX	13747	1/1/1974
70	CITX	13748	1/1/1974
71	CITX	13749	2/1/1974
72	CITX	13750	2/1/1974
73	CITX	13751	2/1/1974
74	CITX	13752	2/1/1974
75	CITX	13753	2/1/1974
76	CITX	13755	2/1/1974
77	CITX	13756	2/1/1974
78	CITX	13757	2/1/1974
79	CITX	13758	2/1/1974
80	CITX	13760	2/1/1974
81	CITX	13826	6/1/1974
82	CITX	13827	7/1/1974
83	CITX	13828	7/1/1974
84	CITX	13829	7/1/1974
85	CITX	13830	7/1/1974
86	CITX	13831	7/1/1974
87	CITX	13834	7/1/1974
88	CITX	13835	7/1/1974
89	CITX	13836	7/1/1974
90	CITX	13837	7/1/1974
91	CITX	13838	7/1/1974
92	CITX	13839	8/1/1974

IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement as of the date first above written.

LESSOR:

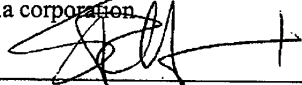
CYPRESS TANKCAR LEASING IV, LLC,
a California limited liability company

By: Cypress Equipment Management Corporation III
Its: Manager

By: 
Stephen R. Harwood
Its: President

LESSEE:

CYPRESS CANADA MANAGEMENT IV, INC.,
a California corporation

By: 
Stephen R. Harwood
Its: President

THIS IS COUNTERPART NO. 1 OF 3 COUNTERPARTS. ONLY COUNTERPART NO. 1
CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE. NO
TRANSFER OR ASSIGNMENT OF OR SECURITY INTEREST IN THIS MASTER LEASE
AND ASSIGNMENT AGREEMENT SHALL BE EFFECTIVE WITHOUT POSSESSION OF
COUNTERPART NO. 1.

[Signature Page to Master Lease and Assignment Agreement]

State of California
County of San Francisco

On OCTOBER 28, 2004, before me, ILENE SAGALL, a
Notary Public in and for the State of California, personally appeared STEPHEN R. HARWOOD,
personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person
whose name is subscribed to the within instrument, and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

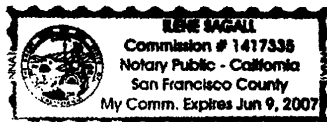


Ilene Sagall
Notary's Signature

State of California
County of San Francisco

On OCTOBER 28, 2004, before me, ILENE SAGALL, a
Notary Public in and for the State of California, personally appeared STEPHEN R. HARWOOD,
personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person
whose name is subscribed to the within instrument, and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Ilene Sagall
Notary's Signature

SCHEDULE A

Cars

Count	Car Mark	Car Number	Year Built
1	PLMX	702	2/1/1973
2	PLMX	703	2/1/1973
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28	PLEX	1517	12/1/1980
29	PLEX	1518	12/1/1980
30	PLEX	1519	12/1/1980
31	PLEX	1520	11/1/1980
32	PLEX	1521	11/1/1980
33	PLEX	1522	11/1/1980
34	PLEX	1523	12/1/1980
35	PLEX	1524	12/1/1980
36	PLEX	1526	12/1/1980
37	PLEX	1527	1/1/1981
38	PLEX	1528	1/1/1981
39	PLEX	1529	12/1/1980
40	DCTX	12684	5/1/1975
41	NCTX	20229	1/1/1975
42	NCTX	20230	1/1/1975
43	DCTX	75389	10/1/1974
44	NCTX	24051	3/1/1971
45	NCTX	24052	3/1/1971
46	NCTX	24053	3/1/1971

Count	Car Mark	Car Number	Year Built
47	NCTX	24055	3/1/1971
48	NCTX	24056	2/1/1971
49	CITX	13691	10/1/1973
50	CITX	13693	10/1/1973
51	CITX	13695	10/1/1973
52	CITX	13709	11/1/1973
53	CITX	13710	11/1/1973
54	CITX	13711	11/1/1973
55	CITX	13712	11/1/1973
56	CITX	13724	12/1/1973
57	CITX	13725	12/1/1973
58	CITX	13726	12/1/1973
59	CITX	13727	12/1/1973
60	CITX	13729	12/1/1973
61	CITX	13731	12/1/1973
62	CITX	13732	1/1/1974
63	CITX	13733	1/1/1974
64	CITX	13735	1/1/1974
65	CITX	13736	1/1/1974
66	CITX	13737	1/1/1974
67	CITX	13739	1/1/1974
68	CITX	13740	1/1/1974
69	DCTX	13747	1/1/1974
70	CITX	13748	1/1/1974
71	CITX	13749	2/1/1974
72	CITX	13750	2/1/1974
73	CITX	13751	2/1/1974
74	CITX	13752	2/1/1974
75	CITX	13753	2/1/1974
76	CITX	13755	2/1/1974
77	CITX	13756	2/1/1974
78	CITX	13757	2/1/1974
79	CITX	13758	2/1/1974
80	CITX	13760	2/1/1974
81	CITX	13826	6/1/1974
82	CITX	13827	7/1/1974
83	CITX	13828	7/1/1974
84	CITX	13829	7/1/1974
85	CITX	13830	7/1/1974
86	CITX	13831	7/1/1974
87	CITX	13834	7/1/1974
88	CITX	13835	7/1/1974
89	CITX	13836	7/1/1974
90	CITX	13837	7/1/1974
91	CITX	13838	7/1/1974
92	CITX	13839	8/1/1974

Count	Car Mark	Car Number	Year Built
93	CITX	13840	8/1/1974
94	CITX	13842	7/1/1974
95	CITX	13843	7/1/1974
96	CITX	13845	7/1/1974
97	DCTX	13850	8/1/1974
98	DCTX	13852	8/1/1974
99	PLMX	13853	8/1/1974
100	DCTX	13855	8/1/1974
101	PLMX	13858	8/1/1974
102	PLMX	13861	8/1/1974
103	CITX	13863	9/1/1974
104	PLMX	13864	9/1/1974
105	PLMX	13866	9/1/1974
106	CITX	13867	9/1/1974
107	CITX	13868	9/1/1974
108	PLMX	13869	9/1/1974
109	CITX	13870	9/1/1974
110	CITX	13873	9/1/1974
111	CITX	13874	9/1/1974
112	PLMX	13875	9/1/1974
113	CITX	13877	10/1/1974
114	PLMX	13878	10/1/1974
115	CITX	13882	10/1/1974
116	PLMX	13883	10/1/1974
117	CITX	13888	10/1/1974
118	CITX	13890	10/1/1974
119	CITX	13915	11/1/1974
120	CITX	13916	11/1/1974
121	CITX	13917	11/1/1974
122	CITX	13918	11/1/1974
123	CITX	13919	11/1/1974
124	NCTX	14100	6/1/1973
125	NCTX	14101	6/1/1973
126	NCTX	14102	6/1/1973
127	NCTX	14103	6/1/1973
128	NCTX	14105	6/1/1973
129	NCTX	14106	6/1/1973
130	NCTX	14107	6/1/1973
131	NCTX	14108	6/1/1973
132	NCTX	14109	6/1/1973
133	NCTX	14110	7/1/1973
134	NCTX	14112	7/1/1973
135	NCTX	14113	2/1/1974
136	NCTX	14114	2/1/1974
137	NCTX	14115	2/1/1974
138	NCTX	14117	2/1/1974
139	NCTX	14118	2/1/1974
140	NCTX	14119	2/1/1974
141	NCTX	14120	2/1/1974
142	NCTX	14121	2/1/1974

Count	Car Mark	Car Number	Year Built
143	NCTX	14122	2/1/1974
144	NCTX	14123	2/1/1974
145	NCTX	14124	2/1/1974
146	NCTX	14125	2/1/1974
147	NCTX	14127	2/1/1974
148	NCTX	14128	2/1/1974
149	NCTX	14129	1/1/1974
150	NCTX	14130	1/1/1974
151	DCTX	14245	10/1/1975
152	DCTX	14253	1/1/1976
153	DCTX	14303	1/1/1981
154	CITX	14305	1/1/1981
155	CITX	14306	1/1/1981
156	CITX	14307	1/1/1981
157	CITX	14309	1/1/1981
158	CITX	14310	1/1/1981
159	CITX	14311	1/1/1981
160	CITX	14314	1/1/1981
161	CITX	14315	1/1/1981
162	CITX	14316	1/1/1981
163	CITX	14318	1/1/1981
164	CITX	14319	1/1/1981
165	CITX	14321	1/1/1981
166	CITX	14323	1/1/1981
167	CITX	14324	1/1/1981
168	CITX	14326	1/1/1981
169	CITX	14327	1/1/1981
170	CITX	14329	1/1/1981
171	CITX	14331	1/1/1981
172	CITX	14333	1/1/1981
173	CITX	14334	1/1/1981
174	CITX	14336	1/1/1981
175	CITX	14340	5/1/1981
176	CITX	14342	2/1/1981
177	CITX	14343	3/1/1981
178	CITX	14344	2/1/1981
179	CITX	14345	3/1/1981
180	CITX	14346	3/1/1981
181	CITX	14347	3/1/1981
182	CITX	14349	3/1/1981
183	CITX	14351	4/1/1981
184	CITX	14352	4/1/1981
185	DCTX	14353	4/1/1981
186	CITX	14356	4/1/1981
187	CITX	14357	5/1/1981
188	CITX	14359	7/1/1981
189	CITX	14360	10/1/1981
190	CITX	14364	10/1/1981
191	CITX	14367	10/1/1981
192	CITX	14370	10/1/1981

Count	Car Mark	Car Number	Year Built
193	DCTX	16397	1/1/1973
194	DCTX	16406	2/1/1973
195	DCTX	16407	2/1/1973
196	DCTX	16408	2/1/1973
197	DCTX	16409	2/1/1973
198	DCTX	16410	2/1/1973
199	DCTX	16411	2/1/1973
200	NCTX	16616	3/1/1976
201	NCTX	16617	3/1/1976
202	NCTX	16618	3/1/1976
203	PLMX	17351	7/1/1975
204	NCTX	17358	8/1/1975
205	NCTX	8307	1/1/1967
206	NCTX	8308	5/1/1965
207	NCTX	20704	8/1/1974
208	NCTX	20705	8/1/1974
209	NCTX	20706	8/1/1974
210	NCTX	20707	8/1/1974
211	NCTX	20710	8/1/1974
212	NCTX	20713	8/1/1974
213	NCTX	20714	8/1/1974
214	NCTX	20718	8/1/1974
215	NCTX	20719	8/1/1974
216	NCTX	20720	8/1/1974
217	NCTX	20721	8/1/1974
218	NCTX	20722	8/1/1974
219	NCTX	20723	8/1/1974
220	NCTX	20725	5/1/1974
221	NCTX	20726	5/1/1974
222	NCTX	20727	5/1/1974
223	NCTX	20728	5/1/1974
224	NCTX	20730	5/1/1974
225	NCTX	20731	5/1/1974
226	NCTX	20732	5/1/1974
227	NCTX	20737	8/1/1975
228	NCTX	20740	8/1/1975
229	NCTX	20741	8/1/1975
230	NCTX	20745	8/1/1975
231	NCTX	20747	8/1/1975
232	NCTX	20755	8/1/1975
233	NCTX	20757	8/1/1975
234	NCTX	20760	8/1/1975
235	NCTX	20761	8/1/1975
236	NCTX	20762	8/1/1975
237	NCTX	20765	8/1/1975
238	NCTX	20768	8/1/1975
239	NCTX	20770	8/1/1975
240	NCTX	20773	8/1/1975
241	NCTX	20774	8/1/1975
242	NCTX	20775	8/1/1975

Count	Car Mark	Car Number	Year Built
243	NCTX	20777	8/1/1975
244	NCTX	20779	8/1/1975
245	NCTX	20785	11/1/1974
246	NCTX	20789	11/1/1974
247	NCTX	20790	11/1/1974
248	NCTX	20791	11/1/1974
249	NCTX	20792	11/1/1974
250	NCTX	20793	11/1/1974
251	NCTX	20795	11/1/1974
252	NCTX	20796	12/1/1974
253	NCTX	20797	11/1/1974
254	NCTX	20798	12/1/1974
255	NCTX	20799	12/1/1974
256	NCTX	20801	5/1/1974
257	NCTX	20802	5/1/1974
258	NCTX	20803	5/1/1974
259	NCTX	20805	5/1/1974
260	NCTX	20807	5/1/1974
261	NCTX	20811	5/1/1974
262	NCTX	20814	5/1/1974
263	NCTX	20815	5/1/1974
264	NCTX	20816	5/1/1974
265	NCTX	20817	5/1/1974
266	NCTX	20818	5/1/1974
267	NCTX	20820	5/1/1974
268	NCTX	20822	5/1/1974
269	NCTX	20824	5/1/1974
270	NCTX	20828	5/1/1974
271	NCTX	20833	5/1/1974
272	NCTX	20836	5/1/1974
273	NCTX	20837	5/1/1974
274	NCTX	20838	5/1/1974
275	NCTX	20839	5/1/1974
276	NCTX	20840	5/1/1974
277	NCTX	20842	5/1/1974
278	NCTX	20843	5/1/1974
279	NCTX	20845	5/1/1974
280	NCTX	20846	5/1/1974
281	NCTX	20847	5/1/1974
282	NCTX	20849	5/1/1974
283	NCTX	20850	11/1/1974
284	NCTX	20851	11/1/1974
285	NCTX	20852	11/1/1974
286	NCTX	20854	11/1/1974
287	NCTX	20857	11/1/1974
288	NCTX	20858	11/1/1974
289	NCTX	20861	1/1/1974
290	NCTX	20863	2/1/1974
291	NCTX	20866	11/1/1974
292	NCTX	20867	2/1/1974

Count	Car Mark	Car Number	Year Built
293	NCTX	20868	11/1/1975
294	NCTX	20870	2/1/1975
295	NCTX	20871	2/1/1974
296	NCTX	20872	1/1/1974
297	NCTX	20874	1/1/1974
298	NCTX	20888	3/1/1964
299	NCTX	20901	8/1/1965
300	NCTX	20904	9/1/1973
301	CITX	21838	8/1/1966
302	NCTX	22005	2/1/1964
303	NCTX	22007	3/1/1964
304	CITX	22144	6/1/1965
305	NCTX	22336	3/1/1966
306	NCTX	22556	12/1/1971
307	NCTX	22562	8/1/1972
308	NCTX	22563	9/1/1972
309	NCTX	22566	8/1/1972
310	NCTX	22570	8/1/1972
311	NCTX	22571	8/1/1972
312	NCTX	22590	8/1/1972
313	NCTX	22592	8/1/1972
314	NCTX	22594	9/1/1972
315	NCTX	22595	9/1/1972
316	NCTX	22597	9/1/1972
317	NCTX	22598	9/1/1972
318	NCTX	22599	9/1/1972
319	CITX	22887	4/1/1968
320	NCTX	23025	4/1/1973
321	NCTX	23026	4/1/1973
322	NCTX	23027	4/1/1973
323	NCTX	23028	4/1/1973
324	NCTX	23030	4/1/1973
325	NCTX	23031	5/1/1973
326	NCTX	23033	5/1/1973
327	NCTX	23034	5/1/1973
328	NCTX	23035	5/1/1973
329	NCTX	23038	3/1/1973
330	NCTX	23039	3/1/1973
331	NCTX	23040	3/1/1973
332	NCTX	23041	4/1/1973
333	NCTX	23045	4/1/1973
334	NCTX	23049	5/1/1973
335	NCTX	23052	5/1/1973
336	NCTX	23053	5/1/1973
337	NCTX	23055	5/1/1973
338	NCTX	23059	5/1/1973
339	NCTX	23060	9/1/1973
340	NCTX	23062	9/1/1973
341	NCTX	23063	9/1/1973
342	NCTX	23064	10/1/1973

Count	Car Mark	Car Number	Year Built
343	NCTX	23065	10/1/1973
344	NCTX	23067	10/1/1973
345	NCTX	23068	10/1/1973
346	NCTX	23069	9/1/1973
347	NCTX	23070	9/1/1973
348	NCTX	23072	10/1/1973
349	NCTX	23074	10/1/1973
350	NCTX	23075	10/1/1973
351	NCTX	23076	10/1/1973
352	NCTX	23077	10/1/1973
353	NCTX	23078	10/1/1973
354	NCTX	23079	10/1/1973
355	NCTX	23080	10/1/1973
356	NCTX	23081	10/1/1973
357	NCTX	23082	10/1/1973
358	NCTX	23083	10/1/1973
359	NCTX	23084	10/1/1973
360	DCTX	23371	4/1/1969
361	DCTX	23374	4/1/1969
362	DCTX	23378	5/1/1969
363	DCTX	23379	5/1/1969
364	DCTX	23380	5/1/1969
365	DCTX	23381	5/1/1969
366	DCTX	23382	5/1/1969
367	DCTX	23384	5/1/1969
368	DCTX	23435	6/1/1969
369	DCTX	23478	1/1/1970
370	CITX	23599	3/1/1970
371	NCTX	23956	2/1/1969
372	NCTX	23962	10/1/1969
373	DCTX	23976	6/1/1973
374	NCTX	24175	3/1/1974
375	NCTX	24176	3/1/1974
376	NCTX	24178	3/1/1974
377	NCTX	24179	3/1/1974
378	NCTX	24180	3/1/1974
379	NCTX	24183	3/1/1974
380	NCTX	24184	3/1/1974
381	NCTX	24185	3/1/1974
382	NCTX	24186	3/1/1974
383	NCTX	24187	3/1/1974
384	NCTX	24189	3/1/1974
385	NCTX	24190	3/1/1974
386	NCTX	24191	4/1/1974
387	NCTX	24192	4/1/1974
388	NCTX	24193	4/1/1974
389	NCTX	24194	4/1/1974
390	NCTX	24195	4/1/1974
391	NCTX	24196	4/1/1974
392	NCTX	24197	4/1/1974

Count	Car Mark	Car Number	Year Built
393	NCTX	24198	4/1/1974
394	NCTX	24199	4/1/1974
395	NCTX	24233	5/1/1965
396	NCTX	24309	2/1/1967
397	NCTX	24310	2/1/1967
398	NCTX	24311	2/1/1967
399	NCTX	24312	2/1/1967
400	NCTX	24313	3/1/1967
401	NCTX	24314	3/1/1967
402	NCTX	24575	8/1/1964
403	DCTX	71348	10/1/1972
404	CITX	71463	9/1/1973
405	DCTX	71702	4/1/1973
406	DCTX	71794	7/1/1973
407	DCTX	71795	7/1/1973
408	DCTX	71951	12/1/1973
409	DCTX	72135	2/1/1975
410	DCTX	72136	2/1/1975
411	DCTX	72137	2/1/1975
412	DCTX	72138	2/1/1975
413	DCTX	72139	2/1/1975
414	DCTX	72302	9/1/1977
415	CITX	72329	1/1/1978
416	DCTX	72441	9/1/1978
417	DCTX	72442	10/1/1978
418	DCTX	72443	10/1/1978
419	DCTX	72792	11/1/1980
420	DCTX	72793	11/1/1980
421	DCTX	72794	11/1/1980
422	DCTX	72795	11/1/1980
423	DCTX	72796	11/1/1980
424	DCTX	72840	1/1/1981
425	DCTX	72841	1/1/1981
426	DCTX	72845	1/1/1981
427	NCTX	72852	1/1/1981
428	DCTX	72867	2/1/1981
429	DCTX	72868	2/1/1981
430	DCTX	72870	2/1/1981
431	NCTX	72871	2/1/1981
432	DCTX	72872	2/1/1981
433	NCTX	72873	2/1/1981
434	DCTX	72874	2/1/1981
435	NCTX	72875	2/1/1981
436	NCTX	72876	2/1/1981
437	DCTX	73359	11/1/1974
438	DCTX	73366	1/1/1974
439	DCTX	73449	9/1/1974
440	DCTX	73450	9/1/1974
441	CITX	73557	12/1/1975
442	CITX	75091	1/1/1973

Count	Car Mark	Car Number	Year Built
443	CITX	75129	3/1/1973
444	CITX	75130	3/1/1973
445	CITX	75437	10/1/1974
446	CITX	75462	11/1/1974
447	CITX	75467	11/1/1974
448	CITX	75480	12/1/1974
449	NCTX	23001	2/1/1965
450	NCTX	24400	7/1/1973
451	NCTX	24402	7/1/1973
452	NCTX	24403	8/1/1973
453	NCTX	24404	8/1/1973
454	NCTX	24405	1/1/1974
455	NCTX	24406	2/1/1974
456	NCTX	24407	2/1/1974
457	NCTX	24408	2/1/1974
458	NCTX	24409	2/1/1974
459	NCTX	24410	3/1/1974
460	NCTX	24411	3/1/1974
461	NCTX	24418	5/1/1974
462	NCTX	24419	6/1/1974
463	NCTX	24420	10/1/1973
464	NCTX	24421	11/1/1973
465	NCTX	24422	11/1/1973
466	NCTX	24424	11/1/1973
467	NCTX	25305	6/1/1965
468	PLMX	25372	6/1/1966
469	PLMX	25375	6/1/1966
470	CITX	25448	4/1/1969
471	PLMX	25506	3/1/1971
472	PLMX	25518	5/1/1971
473	DCTX	25533	1/1/1972
474	DCTX	25534	2/1/1972
475	DCTX	25535	2/1/1972
476	PLMX	25536	2/1/1972
477	PLMX	25537	1/1/1972
478	PLMX	25545	3/1/1972
479	PLMX	25672	5/1/1972
480	DCTX	26023	2/1/1969
481	DCTX	26039	4/1/1969
482	DCTX	76059	11/1/1972
483	DCTX	76061	11/1/1972
484	DCTX	76063	11/1/1972
485	PLMX	76066	11/1/1972
486	PLMX	76067	11/1/1972
487	NCTX	76068	11/1/1972
488	NCTX	76070	11/1/1972
489	DCTX	76079	12/1/1972
490	PLMX	76080	12/1/1972
491	DCTX	76082	12/1/1972
492	CITX	76140	4/1/1973

Count	Car Mark	Car Number	Year Built
493	DCTX	76145	4/1/1973
494	PLMX	76151	4/1/1973
495	PLMX	76156	4/1/1973
496	DCTX	76157	5/1/1973
497	PLMX	76170	5/1/1973
498	PLMX	76178	5/1/1973
499	CITX	76202	3/1/1973
500	PLMX	76212	4/1/1973
501	PLMX	76216	5/1/1973
502	PLMX	76223	6/1/1973
503	DCTX	76235	7/1/1973
504	DCTX	76246	7/1/1973
505	PLMX	76276	8/1/1973
506	PLMX	76289	9/1/1973
507	PLMX	76321	8/1/1973
508	DCTX	76324	9/1/1973
509	PLMX	76335	9/1/1973
510	PLMX	76367	12/1/1973
511	PLMX	76372	1/1/1974
512	DCTX	76374	1/1/1974
513	DCTX	76558	2/1/1975
514	PLMX	76585	3/1/1975
515	PLMX	76654	6/1/1975
516	DCTX	76735	3/1/1976
517	DCTX	76737	3/1/1976
518	DCTX	77312	12/1/1980
519	DCTX	77313	12/1/1980
520	DCTX	77314	12/1/1980
521	DCTX	77315	12/1/1980
522	DCTX	77316	12/1/1980
523	DCTX	77352	12/1/1980
524	DCTX	77353	12/1/1980
525	DCTX	77354	12/1/1980
526	DCTX	77355	12/1/1980
527	DCTX	77356	12/1/1980
528	DCTX	29603	9/1/1973
529	DCTX	29625	10/1/1973
530	DCTX	29626	10/1/1973
531	DCTX	29627	10/1/1973
532	DCTX	29628	10/1/1973
533	DCTX	29630	10/1/1973
534	DCTX	29631	10/1/1973
535	DCTX	29632	10/1/1973
536	DCTX	29633	10/1/1973
537	DCTX	29634	10/1/1973
538	DCTX	29643	11/1/1973
539	DCTX	29646	11/1/1973
540	NCTX	29661	1/1/1975
541	NCTX	29662	1/1/1975
542	NCTX	29663	1/1/1975

Count	Car Mark	Car Number	Year Built
543	NCTX	29664	2/1/1975
544	NCTX	29666	2/1/1975
545	NCTX	29668	2/1/1975
546	NCTX	29669	2/1/1975
547	NCTX	29670	2/1/1975
548	NCTX	29671	2/1/1975
549	NCTX	29672	2/1/1975
550	DCTX	29681	2/1/1975
551	DCTX	29824	5/1/1972
552	DCTX	29830	6/1/1972
553	DCTX	29832	6/1/1972
554	DCTX	29857	2/1/1972
555	DCTX	29865	3/1/1972
556	DCTX	29872	3/1/1972
557	DCTX	29873	3/1/1972
558	DCTX	29874	3/1/1972
559	DCTX	29883	3/1/1972
560	DCTX	29886	4/1/1972
561	CITX	29916	2/1/1966
562	CITX	29918	2/1/1966
563	CITX	29920	2/1/1966
564	CITX	29922	3/1/1966
565	CITX	29929	3/1/1966
566	DCTX	29976	8/1/1969
567	DCTX	130000	5/1/1982
568	DCTX	130001	5/1/1982
569	DCTX	130002	5/1/1982
570	DCTX	130003	5/1/1982
571	DCTX	130004	5/1/1982
572	DCTX	130005	5/1/1982
573	DCTX	130006	5/1/1982
574	DCTX	130009	5/1/1982
575	DCTX	130010	5/1/1982
576	DCTX	130011	5/1/1982
577	DCTX	130021	6/1/1982
578	DCTX	130024	6/1/1982
579	DCTX	130027	6/1/1982
580	DCTX	130029	6/1/1982
581	PLMX	30061	9/1/1969
582	PLMX	30070	9/1/1969
583	PLMX	30073	9/1/1969
584	PLMX	30090	9/1/1969
585	NCTX	33128	11/1/1966
586	NCTX	33129	11/1/1966
587	NCTX	33130	11/1/1966
588	NCTX	33134	11/1/1966
589	NCTX	33137	11/1/1966
590	NCTX	33138	11/1/1966
591	NCTX	33139	11/1/1966
592	NCTX	33140	11/1/1966

Count	Car Mark	Car Number	Year Built
593	NCTX	33223	7/1/1969
594	NCTX	33264	2/1/1970
595	NCTX	33306	10/1/1970
596	NCTX	33307	10/1/1970
597	NCTX	33311	10/1/1970
598	NCTX	33314	11/1/1970
599	NCTX	33327	6/1/1972
600	NCTX	33328	6/1/1972
601	NCTX	33329	6/1/1972
602	NCTX	33330	6/1/1972
603	NCTX	33331	6/1/1972
604	NCTX	33334	6/1/1972
605	NCTX	33336	6/1/1972
606	NCTX	33337	6/1/1972
607	NCTX	33340	8/1/1972
608	NCTX	33341	8/1/1972
609	CITX	34310	8/1/1968
610	DCTX	34316	9/1/1968
611	CITX	34412	12/1/1968
612	CITX	34421	12/1/1968
613	CITX	34430	12/1/1968
614	CITX	34473	3/1/1969
615	DCTX	34531	10/1/1969
616	DCTX	34604	10/1/1969
617	DCTX	34619	10/1/1969
618	CITX	34745	7/1/1970
619	CITX	34768	9/1/1970
620	CITX	34829	10/1/1970
621	CITX	34958	7/1/1971
622	CITX	34959	7/1/1971
623	CITX	34983	5/1/1971
624	CITX	34988	4/1/1971
625	CITX	34989	9/1/1971
626	CITX	34990	9/1/1971
627	CITX	34991	9/1/1971
628	CITX	34993	10/1/1971
629	CITX	34994	10/1/1971
630	CITX	34995	10/1/1971
631	CITX	34996	10/1/1971
632	CITX	34998	9/1/1971
633	CITX	34999	10/1/1971
634	CITX	35000	9/1/1971
635	CITX	35001	9/1/1971
636	CITX	35005	9/1/1971
637	CITX	35009	9/1/1971
638	CITX	35010	9/1/1971
639	CITX	35068	11/1/1971
640	CITX	37005	2/1/1971
641	CITX	37006	2/1/1979
642	CITX	37007	2/1/1979

Count	Car Mark	Car Number	Year Built
643	CITX	37009	8/1/1980
644	CITX	37010	9/1/1980
645	CITX	37011	9/1/1980
646	CITX	37012	9/1/1980
647	CITX	37014	3/1/1970
648	CITX	37015	1/1/1970
649	CITX	37016	3/1/1970
650	CITX	37017	3/1/1970
651	CITX	37024	10/1/1968
652	CITX	37025	10/1/1968
653	CITX	37026	10/1/1968
654	CITX	37027	10/1/1968
655	CITX	37028	7/1/1969
656	CITX	37029	10/1/1969
657	NCTX	33143	2/1/1968
658	NCTX	33144	2/1/1968
659	NCTX	33148	3/1/1968
660	NCTX	33165	3/1/1968
661	PLMX	33857	12/1/1965
662	PLMX	33356	10/1/1977
663	CITX	33368	11/1/1977
664	CITX	33386	11/1/1977
665	CITX	33391	12/1/1977
666	CITX	33396	12/1/1977
667	CITX	33399	12/1/1977
668	CITX	33402	12/1/1977
669	CITX	33403	12/1/1977
670	CITX	33405	12/1/1977
671	CITX	33406	12/1/1977
672	CITX	33407	12/1/1977
673	CITX	33408	12/1/1977
674	CITX	33409	12/1/1977
675	CITX	33410	12/1/1977
676	CITX	33411	12/1/1977
677	CITX	33412	12/1/1978
678	CITX	33414	1/1/1978
679	CITX	33415	1/1/1978
680	CITX	33416	2/1/1978
681	CITX	33417	2/1/1978
682	CITX	33418	2/1/1978
683	CITX	33419	1/1/1978
684	CITX	33420	1/1/1978
685	CITX	33421	2/1/1978
686	CITX	33422	2/1/1978
687	CITX	33423	1/1/1978
688	CITX	33447	2/1/1978
689	CITX	33467	3/1/1978
690	CITX	33468	3/1/1978
691	CITX	33476	3/1/1978
692	CITX	33478	3/1/1978

Count	Car Mark	Car Number	Year Built
693	CITX	33479	3/1/1978
694	CITX	33480	3/1/1978
695	CITX	33481	3/1/1978
696	CITX	33482	3/1/1978
697	CITX	33483	3/1/1978
698	CITX	33485	3/1/1978
699	CITX	33487	3/1/1978
700	CITX	35201	2/1/1976
701	CITX	35202	2/1/1976
702	CITX	35206	2/1/1976
703	CITX	35220	3/1/1976
704	CITX	35221	3/1/1976
705	CITX	35222	3/1/1976
706	CITX	35223	3/1/1976
707	CITX	35225	3/1/1976
708	CITX	35226	3/1/1976
709	CITX	35228	3/1/1976
710	CITX	35229	3/1/1976
711	CITX	35230	3/1/1976
712	CITX	35231	4/1/1976
713	CITX	35232	4/1/1976
714	CITX	35233	4/1/1976
715	CITX	35234	4/1/1976
716	CITX	35236	4/1/1976
717	CITX	35237	4/1/1976
718	CITX	35238	4/1/1976
719	CITX	35239	4/1/1976
720	CITX	35240	4/1/1976
721	CITX	35242	4/1/1976
722	CITX	35243	4/1/1976
723	CITX	35244	4/1/1976
724	CITX	35245	4/1/1976
725	CITX	35246	4/1/1976
726	CITX	35247	4/1/1976
727	CITX	35248	4/1/1976
728	CITX	35249	5/1/1976
729	CITX	35250	6/1/1976
730	CITX	35251	6/1/1976
731	CITX	35252	6/1/1976
732	CITX	35253	6/1/1976
733	CITX	35254	6/1/1976
734	CITX	35255	6/1/1976
735	CITX	35256	6/1/1976
736	CITX	35257	6/1/1976
737	CITX	35258	7/1/1976
738	CITX	35259	7/1/1976
739	CITX	35260	7/1/1976
740	CITX	35261	7/1/1976
741	CITX	35262	8/1/1976
742	CITX	35263	8/1/1976

Count	Car Mark	Car Number	Year Built
743	CITX	35265	8/1/1976
744	CITX	35266	8/1/1976
745	CITX	35267	8/1/1976
746	CITX	35268	8/1/1976
747	CITX	35269	8/1/1976
748	CITX	35270	8/1/1976
749	CITX	35272	8/1/1976
750	CITX	35273	8/1/1976
751	CITX	35274	8/1/1976
752	CITX	35275	8/1/1976
753	CITX	35276	8/1/1976
754	CITX	35277	8/1/1976
755	CITX	35279	9/1/1976
756	CITX	35281	9/1/1976
757	CITX	35282	9/1/1976
758	CITX	35283	9/1/1976
759	CITX	35284	9/1/1976
760	CITX	35285	9/1/1976
761	CITX	35286	9/1/1976
762	CITX	35287	10/1/1976
763	CITX	35288	9/1/1976
764	CITX	35289	10/1/1976
765	CITX	35290	10/1/1976
766	CITX	35291	10/1/1976
767	CITX	35292	9/1/1976
768	CITX	35293	9/1/1976
769	CITX	35294	9/1/1976
770	CITX	35295	9/1/1976
771	CITX	35296	9/1/1976
772	CITX	35297	9/1/1976
773	CITX	35298	10/1/1976
774	CITX	35299	10/1/1976
775	PLMX	35304	10/1/1976
776	PLMX	35316	10/1/1976
777	CITX	35350	9/1/1976
778	CITX	35351	9/1/1976
779	CITX	35352	1/1/1977
780	CITX	35353	2/1/1977
781	CITX	35354	2/1/1977
782	CITX	35355	2/1/1977
783	CITX	35359	2/1/1977
784	CITX	35360	2/1/1977
785	CITX	35361	2/1/1977
786	CITX	35362	2/1/1977
787	CITX	35363	2/1/1977
788	CITX	35364	2/1/1977
789	CITX	35365	2/1/1977
790	CITX	35366	2/1/1977
791	CITX	35367	2/1/1977
792	CITX	35368	2/1/1977

Count	Car Mark	Car Number	Year Built
793	CITX	35370	2/1/1977
794	CITX	35371	2/1/1977
795	CITX	35372	3/1/1977
796	CITX	35373	3/1/1977
797	CITX	35374	3/1/1977
798	CITX	35375	3/1/1977
799	CITX	35377	3/1/1977
800	CITX	35378	2/1/1977
801	CITX	35379	4/1/1977
802	CITX	35381	4/1/1977
803	CITX	35382	4/1/1977
804	CITX	35388	4/1/1977
805	CITX	35518	4/1/1978
806	CITX	35528	5/1/1978
807	CITX	35529	4/1/1978
808	CITX	35530	4/1/1978
809	CITX	35531	5/1/1978
810	CITX	35533	4/1/1978
811	CITX	35534	4/1/1978
812	CITX	35535	4/1/1978
813	CITX	35536	4/1/1978
814	CITX	35537	4/1/1978
815	CITX	35538	5/1/1978
816	CITX	35539	4/1/1978
817	CITX	35540	5/1/1978
818	PLMX	35585	2/1/1978
819	PLMX	35586	3/1/1978
820	PLMX	35587	2/1/1978
821	PLMX	35588	3/1/1978
822	PLMX	35589	3/1/1978
823	PLMX	35590	2/1/1978
824	PLMX	35591	2/1/1978

Count	Car Mark	Car Number	Year Built
825	PLMX	35592	3/1/1978
826	PLMX	35593	3/1/1978
827	PLMX	35594	2/1/1978
828	PLMX	35601	4/1/1978
829	PLMX	35607	3/1/1978
830	CITX	35610	3/1/1978
831	CITX	35613	3/1/1978
832	CITX	35614	4/1/1978
833	CITX	35615	3/1/1978
834	CITX	35616	3/1/1978
835	CITX	35617	3/1/1978
836	CITX	35618	3/1/1978
837	CITX	35619	3/1/1978
838	CITX	35620	3/1/1978
839	CITX	35621	3/1/1978
840	CITX	35622	3/1/1978
841	CITX	35623	3/1/1978
842	CITX	35624	3/1/1978
843	CITX	35625	4/1/1978
844	CITX	35626	4/1/1978
845	CITX	35627	3/1/1978
846	CITX	35628	4/1/1978
847	CITX	35631	4/1/1978
848	CITX	35632	4/1/1978
849	CITX	35641	4/1/1978
850	CITX	35645	3/1/1978
851	CITX	35646	4/1/1978
852	CITX	35647	2/1/1978
853	CITX	35648	3/1/1978
854	CITX	33413	1/1/1978

SCHEDULE B

Leases

{00085452-1}

List of Leases

- 1 MASTER RAILCAR LEASING AGREEMENT DATED AS OF JANUARY 1, 1993 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND COMINCO FERTILIZERS LTD., AS LESSEE [PLM #6181-01]**
 - 1.1 Name Change of Cominco Fertilizers Ltd. to Agrium Inc. dated as of May 24, 1995
 - 1.2 Assignment Notice – Agrium Inc. to Agrium Partnership dated as of February 25, 1997
 - 1.3 Rider 13 dated to Master Railcar Leasing Agreement dated as of March 30, 2004
 - 1.4 Amendment to Rider 13 to Master Railcar Leasing Agreement dated as of May 27, 2004
- 2 LEASE AGREEMENT FOR RAILROAD TANK CARS DATED AS OF MARCH 1, 1990 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC. AS LESSOR AND AIR PRODUCTS AND CHEMICALS, INC. AS LESSEE [PLM #5007-01]**
 - 2.1 Rider 6 to Lease dated March 1, 1990 (not dated)
- 3 MASTER RAILCAR LEASING AGREEMENT DATED AS OF JANUARY 1, 1996 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC. AS LESSOR AND ALLIED DOMECQ SPIRITS & WINE USA, INC., AS LESSEE [PLM #6181-01]**
 - 3.1 Rider 1 to Master Railcar Leasing Agreement (not dated)
 - 3.2 Certificate of Acceptance of Railcars (Rider 1) dated April 25, 1997
- 4 LEASE AGREEMENT FOR RAILROAD TANK CARS DATED AS OF JANUARY 1, 1997 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC. AS LESSOR AND ALPHARMA, INC. (AS SUCCESSOR TO ROCHE VITAMINS, INC.) [PLM #4905-01]**
 - 4.1 Letter dated April 27, 2000 from Alpharma, Inc. re acquisition of Roche Vitamins, Inc. facilities (with attachments)
 - 4.2 Rider 1-1 Lease Dated January 1, 1997 (not dated)
 - 4.3 Certificate of Acceptance of Railcars (Rider 1) dated December 10, 1997

- 4.4 Renewal Agreement to Rider 1 dated as of October 20, 1997
- 4.5 Renewal Agreement to Rider 1 dated as of July 13, 1998
- 4.6 Renewal Agreement to Rider 1 dated as of June 29, 1999
- 4.7 Renewal Agreement to Rider 1 dated as of July 17, 2000
- 4.8 Renewal Agreement to Rider 1 dated as of August 1, 2001
- 4.9 Renewal Agreement to Rider 1 dated as of September 4, 2002
- 5 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF AUGUST 15, 1988 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND AMOCO CANADA PETROLEUM COMPANY LTD., AS LESSEE [PLM #4804-01]**
 - 5.1 Rider 14 to Master Railcar Leasing Agreement (not dated & unsigned)
 - 5.2 Certificate of Acceptance of Railcars (Rider 1) (not dated & unsigned)
- 6 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF OCTOBER 1, 1994 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND CANAMERA FOODS [PLM#6106-01]**
 - 6.1 Rider 1 to Master Railcar Leasing Agreement (not dated)
 - 6.2 Renewal Agreement to Rider 1 dated as of December 1, 1999
- 7 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF JUNE 15, 1994 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND HOME OIL COMPANY LIMITED, AS LESSEE [PLM #6187-01]**
 - 7.1 Consent Letter dated June 3, 2002 consenting to Assignment of Lease to Devon Canada (with attachments)
 - 7.2 Assignment and Novation dated as of February 1, 1996 to Anderson Exploration
 - 7.3 Declaration of Partnership dated as of February 1, 1996 between Anderson Exploration Ltd. and Home Oil Company Limited
 - 7.4 Assignment Agreement dated as of March 5, 2002 between Devon AXL and Devon Canada

7.5 Letter dated as of June 3, 2002 referencing acquisition of all shares of Anderson Exploration Ltd. by Devon Energy Corporation and assignment of all interests in Master Railcar Leasing Agreement

7.6 Rider 3 to Master Railcar Leasing Agreement dated as of July 25, 1995

7.7 Renewal Agreement to Rider 3 dated as of March 18, 1996

7.8 Renewal Agreement to Rider 3 dated as of March 21, 1997

7.9 Renewal Agreement to Rider 3 dated as of March 23, 1998

7.10 Amendment and Renewal Agreement to Rider 3 dated as of March 19, 1999

7.11 Renewal Agreement to Rider 3 dated as of March 25, 2002

8 MASTER RAILCAR LEASING AGREEMENT DATED AS OF JUNE 1, 1991 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND CANADIAN ENTERPRISE GAS PRODUCTS LTD., AS LESSEE [PLM #6095-01]

8.1 Rider 9 to Master Railcar Leasing Agreement (not dated)

8.2 Renewal Agreement to Rider 9 dated as of June 10, 2002

8.3 Amendment to Rider 9 dated as of October 7, 2002

8.4 Amendment and Renewal Agreement to Rider 9 dated as of May 5, 2004

8.5 Rider 10 to Master Railcar Leasing Agreement (not dated)

8.6 Renewal Agreement to Rider 10 dated as of September 3, 2002

8.7 Amendment to Rider 10 dated as of May 27, 2004

9 MASTER RAILCAR LEASING AGREEMENT DATED AS OF SEPTEMBER 1, 1989 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND CANADIAN PACIFIC LIMITED, AS LESSEE [PLM #8805-01]

9.1 Rider 14 to Master Railcar Leasing Agreement (not dated)

9.2 Renewal Agreement to Rider 14 dated as of October 17, 1994

9.3 Renewal Agreement to Rider 14 dated as of October 26, 1995

9.4 Renewal Agreement to Rider 14 dated as of November 14, 1996

- 9.5 Renewal Agreement to Rider 14 dated as of January 6, 1999
- 9.6 Renewal Agreement to Rider 14 dated as of October 17, 1994
- 9.7 Amendment to Rider 14 dated as of June 14, 2000
- 9.8 Renewal Agreement to Rider 14 dated as of December 5, 2000
- 9.9 Amendment to Rider 14 dated as of August 12, 2003
- 9.10 Rider 17 to Master Railcar Leasing Agreement (not dated)
- 9.11 Renewal Agreement to Rider 17 dated as of October 26, 1995
- 9.12 Renewal Agreement to Rider 17 dated as of November 14, 1996
- 9.13 Renewal Agreement to Rider 17 dated as of January 6, 1999
- 9.14 Amendment to Rider 17 dated as of June 14, 2000
- 9.15 Renewal Agreement to Rider 17 dated as of December 5, 2000
- 9.16 Rider 20 to Master Railcar Leasing Agreement (not dated)
- 9.17 Renewal Agreement to Rider 20 dated as of October 21, 1996
- 9.18 Renewal Agreement to Rider 20 dated as of November 17, 1998
- 9.19 Amendment to Rider 20 dated as of June 14, 2000
- 9.20 Renewal Agreement to Rider 20 dated as of November 7, 2000
- 9.21 Rider 24 to Master Railcar Leasing Agreement (not dated)
- 9.22 Amendment to Rider 24 dated as of June 14, 2000
- 9.23 Amendment and Renewal Agreement to Rider 24 dated as of February 15, 2002
- 9.24 Amendment to Rider 24 dated as of August 29, 2002
- 9.25 Amendment to Rider 24 dated as of July 28, 2003
- 9.26 Rider 26 to Master Railcar Leasing Agreement (not dated)

9.27 Amendment to Rider 24 dated as of July 28, 2003

10 **MASTER LEASE AGREEMENT FOR RAILROAD TANK CARS DATED AS OF MARCH 1, 2001 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND CENTENNIAL GAS LIQUIDS, LLC, AS LESSEE [PLM #5818-01]**

10.1 Rider 2 March 1, 2001 Centennial Gas Liquids LLC (not dated and not signed)

10.2 Rider 3 March 1, 2001 Centennial Gas Liquids LLC (not dated and not signed)

11 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF APRIL 1, 1989 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND B.C. CHEMICALS LTD., AS LESSEE [PLM #6070-01]**

11.1 Consent to Assignment of Agreement from B.C. Chemicals Ltd. To Chemtrade Logistics Inc. dated August 14, 2003 by PLM Equipment Growth Fund Canada Limited

11.2 Rider 2 to Master Railcar Leasing Agreement (not dated)

11.3 Amendment and Renewal Agreement to Rider 2 dated July 21, 1995

11.4 Renewal Agreement to Rider 2 dated June 1, 2000

11.5 Rider 3 to Master Railcar Leasing Agreement (not dated)

11.6 Renewal Agreement to Rider 3 dated February 15, 2002

12 **LEASE AGREEMENT FOR RAILROAD CARS DATED AS OF NOVEMBER 15, 1988 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND CHEVRON U.S.A., AS LESSEE [PLM #5050-01]**

12.1 Certificate of Nonsegregated Facilities dated as of September 22, 1989

12.2 Rider 15 to Lease Agreement dated as of June 1, 1994

12.3 Rider 23 to Lease Agreement dated as of October 5, 1999

12.4 Renewal Agreement to Rider 23 dated as of February 28, 2000

12.5 Amendment and Renewal Agreement to Rider 23 dated as of September 27, 2000

- 12.6 Amendment to Rider 23 dated as of September 18, 2003
- 12.7 Rider 27 to Lease Agreement (not dated and unsigned)
- 13 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF MARCH 1, 1988 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND CHINOOK CHEMICALS COMPANY, AS LESSEE [PLM #4806-01]**
 - 13.1 Rider 8 to Master Railcar Leasing Agreement (not dated)
 - 13.2 Renewal Agreement to Rider 8 dated as of December 28, 1998
 - 13.3 Amendment and Renewal Agreement to Rider 8 dated as of April 22, 2004
- 14 **LEASE AGREEMENT FOR RAILROAD CARS DATED AS OF APRIL 5, 1993 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND BAYWAY REFINING COMPANY, AS LESSEE [PLM #5026-01]**
 - 14.1 E-Mail dated December 10, 2002 announcing name change from Tosco to ConocoPhillips
 - 14.2 Letter dated as of May 7, 1998 changing lessee name to Tosco Refining Company
 - 14.3 Rider 14 to Lease Agreement (not dated)
 - 14.4 Rider 14 Certificate of Acceptance dated January 6, 2004
- 15 **LEASE AGREEMENT FOR RAILROAD CARS DATED AS OF JULY 1, 1993 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND CONTINENTAL NITROGEN AND RESOURCES CORPORATION, AS LESSEE [PLM #5074-01]**
 - 15.1 Rider 3 to Lease Agreement dated as of October 14, 1996
 - 15.2 Renewal Agreement to Rider 3 dated as of September 20, 1999
 - 15.3 Renewal Agreement to Rider 3 dated as of December 9, 2002
 - 15.4 Amendment and Renewal Agreement to Rider 3 dated as of November 20, 2003
 - 15.5 Rider 5 to Lease Agreement (not dated and unsigned)

- 16 **LEASE AGREEMENT FOR RAIL TANK CARS DATED AS OF SEPTEMBER 10, 1992 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND D-A LUBRICANTS, AS LESSEE [PLM #5801-01]**

16.1 Rider 4 to Lease Dated September 10, 1992, dated as of May 6, 2002

- 17 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF NOVEMBER 1, 1988 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND ELBOW RIVER RESOURCES LTD., AS LESSEE [PLM #6060-01]**

17.1 Rider 17 to Master Railcar Leasing Agreement dated as of April 9, 2001

17.2 Amendment to Rider 17 dated as of October 11, 2001

17.3 Amendment to Rider 17 dated as of March 12, 2002

17.4 Amendment to Rider 17 dated as of July 15, 2004 (unsigned)

17.5 Rider 18 to Master Railcar Leasing Agreement, dated as of April 9, 2001

17.6 Amendment to Rider 18 dated as of May 27, 2004

17.7 Rider 20 to Master Railcar Leasing Agreement dated as of October 23, 2001

17.8 Amendment to Rider 20 dated as of March 12, 2002

- 18 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF FEBRUARY 28, 1995 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND FACTOR GAS LIQUIDS INC., AS LESSEE [PLM #6134-01]**

18.1 Rider 8 to Master Railcar Leasing Agreement dated as of June 21, 2001

18.2 Renewal Agreement to Rider 8 dated as of March 27, 2002

18.3 Amendment to Rider 8 dated as of March 27, 2004

- 19 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF SEPTEMBER 1, 1992 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND FEDERATED CO-OPERATIVES LIMITED, AS LESSEE [PLM #6135-01]**

19.1 Rider No. 1 to Master Railcar Leasing Agreement (not dated)

- 19.2 Amendment and Renewal Agreement to Rider 1 dated as of October 9, 1997
- 19.3 Amendment to Rider 1 dated as of January 21, 2000 (unsigned)
- 19.4 Renewal Agreement to Rider 1 dated as of November 4, 2002
- 19.5 Rider 2 to Master Railcar Leasing Agreement dated as of September 1, 1993
- 19.6 Renewal Agreement to Rider 2 dated as of December 1, 1998
- 19.7 Renewal Agreement to Rider 2 dated as of March 9, 2004
- 19.8 Rider 3 to Master Railcar Leasing Agreement (not dated)
- 19.9 Renewal Agreement to Rider 3 dated as of November 20, 2002
- 19.10 Rider 9 to Master Railcar Leasing Agreement dated as of May 31, 2004
- 20 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF OCTOBER 1, 1989 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND GIBSON GAS LIQUIDS LIMITED, AS LESSEE [PLM #6185-01-001]**
 - 20.1 Fax Transmittal dated as of January 20, 2000 regarding name change of Gibson Gas Liquids Limited to Gibson Petroleum Company Limited
 - 20.2 Rider 8 Master Railcar Leasing Agreement dated as of May 14, 1999
 - 20.3 Renewal Agreement to Rider 8 dated as of August 6, 2001
- 21 **LEASE AGREEMENT FOR RAILROAD CARS DATED AS OF MARCH 4, 1993 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND GLNX CORPORATION, AS LESSEE [PLM #5090-01]**
 - 21.1 Rider 15 to Lease Agreement dated as of November 7, 2003
 - 21.2 Amendment to Rider 15 dated as of June 2, 2004 (unsigned)
- 22 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF DECEMBER 1, 1990 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND CANTERRA ENERGY LTD., AS LESSEE [PLM #6110-01]**
 - 22.1 General Conveyance and Assumption Agreement dated as of December 31, 1990 between Canterra Energy Ltd., as Grantor, and Husky Oil Operations Ltd., as Grantee.

- 22.2 Rider 5 to Master Railcar Leasing Agreement (not dated)
- 22.3 Amendment to Rider 5 dated as of November 22, 2002 (unsigned)
- 23 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF AUGUST 23, 1994 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND IMPERIAL OIL LIMITED AND MCCOLL-FRONTENAC PETROLEUM INC., AS LESSEE [PLM #4834-04]**
 - 23.1 Rail Car Lease Amending Agreement dated as of June 1, 1996 between Imperial Oil, Canada Imperial Oil Limited and PLM Equipment Growth Fund Canada Limited appointing Canada Imperial Oil Limited as lessee
 - 23.2 Rider 9 to Master Railcar Leasing Agreement (not dated)
 - 23.3 Renewal to Rider 9 (not dated)
 - 23.4 Renewal to Rider 9 dated as of December 3, 1998
 - 23.5 Renewal to Rider 9 dated as of April 1, 2004
 - 23.6 Amendment to Rider 9 (not dated)
 - 23.7 Renewal to Rider 9 (not dated)
 - 23.8 Renewal to Rider 9 (not dated)
 - 23.9 Rider 10 to Master Railcar Leasing Agreement dated as of January 8, 1999
 - 23.10 Amendment to Rider 10 dated as of March 11, 2003
 - 23.11 Amendment to Rider 10 dated as of November 24, 2003
 - 23.12 Renewal to Rider 10 dated as of April 1, 2004
- 24 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF AUGUST 28, 2002 BY AND BETWEEN PLM INVESTMENT MANAGEMENT INC., AS LESSOR, AND INTERNATIONAL COMMODITIES EXPORT COMPANY OF CANADA LIMITED, AS LESSEE [PLM #6211-01]**
 - 24.1 Rider 1 to Master Railcar Leasing Agreement (not dated)
 - 24.2 Amendment to Rider 1 dated as of September 30, 2002
 - 24.3 Rider 3 to Master Railcar Leasing Agreement (not dated)

25 MASTER RAILCAR LEASING AGREEMENT DATED AS OF JULY 1, 1989 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND IRVING OIL LIMITED, AS LESSEE [PLM#6210-01]

- 25.1 Rider 14 to Master Railcar Leasing Agreement (not dated)
- 25.2 Amendment and Renewal Agreement to Rider 14 dated as of December 23, 1996
- 25.3 Amendment and Renewal Agreement to Rider 14 dated as of December 1, 1999
- 25.4 Renewal Agreement to Rider 14 dated as of November 30, 2000
- 25.5 Renewal Agreement to Rider 14 dated as of November 6, 2001
- 25.6 Amendment to Rider 14 dated as of August 1, 2002
- 25.7 Renewal Agreement to Rider 14 dated as of January 11, 2003
- 25.8 Renewal Agreement to Rider 14 dated as of December 30, 2003
- 25.9 Rider 15 to Master Railcar Leasing Agreement (not dated)
- 25.10 Renewal Agreement to Rider 15 dated as of June 3, 1997
- 25.11 Renewal Agreement to Rider 15 dated as of December 21, 1998
- 25.12 Renewal Agreement to Rider 15 dated as of December 30, 2003

26 LEASE AGREEMENT FOR RAILROAD TANK CARS DATED AS OF NOVEMBER 15, 1992 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND KOCH NITROGEN COMPANY, AS LESSEE [PLM #5097-01]

- 26.1 Rider 5 to Lease Dated November 15, 1992, dated as of March 8, 2004

27 MASTER LEASE AGREEMENT FOR RAILROAD TANK CARS DATED AS OF JANUARY 1, 2004 BY AND BETWEEN TRANSPORTATION EQUIPMENT-PLM, LLC, AS LESSOR, AND KOST GROUP INC., AS LESSEE [PLM #5064-01]

- 27.1 Rider 1 to Lease Dated January 1, 2004 (not dated)

- 28 **MASTER LEASE AGREEMENT FOR RAILROAD TANK CARS DATED AS OF JANUARY 28, 2003 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND MEHERRIN FERTILIZER, INC., AS LESSEE [PLM #5260-01] (Unsigned)**

28.1 Rider 1-1 Lease Dated January 28, 2003 (not dated and unsigned)

- 29 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF SEPTEMBER 1, 1989 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND CANADIAN OXY INDUSTRIAL CHEMICALS LIMITED PARTNERSHIP, AS LESSEE [PLM #4862-02]**

29.1 Notice of name change from CXY Chemicals Canada Limited to Nexem Chemicals Canada Limited, effective as of November 2, 2000

29.2 Rider 3 to Master Railcar Leasing Agreement (not dated)

29.3 Renewal Agreement to Rider 3 dated as of August 10, 1994

29.4 Renewal Agreement to Rider 3 dated as of September 29, 1999 (unsigned)

29.5 Amended Certificate of Limited Partnership (British Columbia) of CSY Chemicals Canada Limited Partnership, dated May 1, 1995

29.6 Rider 8 to Master Railcar Leasing Agreement (not dated)

29.7 Renewal Agreement to Rider 8, dated as of December 4, 1998

29.8 Renewal Agreement to Rider 8, dated as of February 7, 2000

29.9 Renewal Agreement to Rider 8, dated as of November 28, 2000 (signed by Nexem Chemicals Canada Limited Partnership)

29.10 Renewal Agreement to Rider 8, dated as of November 27, 2001

- 30 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF DECEMBER 1, 1988 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND NGL SUPPLY CO. LTD., AS LESSEE [PLM #4840-01]**

30.1 Rider 26 to Master Railcar Leasing Agreement dated as of March 27, 2001

30.2 Amendment to Rider 26 dated as of March 18, 2003

30.3 Amendment to Rider 26 dated as of August 22, 2003

- 30.4 Amendment to Rider 26 dated as of May 31, 2004
- 30.5 Rider 27 to Master Railcar Leasing Agreement dated as of April 25, 2001
- 30.6 Amendment and Renewal Agreement to Rider 27 dated as of May 4, 2001
- 30.7 Renewal Agreement to Rider 27 dated as of May 15, 2002
- 30.8 Amendment and Renewal Agreement to Rider 27 dated as of July 31, 2002
- 30.9 Amendment to Rider 27 dated as of March 18, 2003
- 30.10 Amendment to Rider 27 dated as of May 31, 2004
- 30.11 Rider 38 to Master Railcar Leasing Agreement dated as of June 21, 2004
- 31 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF NOVEMBER 1, 1991 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND NOVACOR CHEMICALS LTD., AS LESSEE [PLM #6251-01]**
 - 31.1 Letter dated January 18, 1995 from PLM correcting Lessee Name and lease number on Master Lease
 - 31.2 Certificate of Amendment March 15, 1996 changing lessee name to NOVA Chemicals Ltd.
 - 31.3 Rider 10 to Master Railcar Leasing Agreement (not dated)
 - 31.4 Renewal Agreement to Rider 10, dated as of October 18, 2004 (unsigned)
- 32 **LEASE AGREEMENT FOR RAILROAD CARS DATED AS OF DECEMBER 1, 1987 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND NUTRA FLO CHEMICALS, AS LESSEE [PLM #4546-01]**
 - 32.1 Rider 7 to Lease Agreement, dated as of September 2, 2004
- 33 **LEASE AGREEMENT FOR RAILROAD CARS DATED AS OF SEPTEMBER 1, 1994 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND OCTEL AMERICA, AS LESSEE [PLM #5114-01]**
 - 33.1 Rider 9 - Lease Dated September 1, 1994 dated as of July 19, 2004
 - 33.2 Amendment and Renewal Agreement to Rider 9 dated as of July 16, 2004

33.3 Rider 13 – Lease Dated September 1, 1994 dated as of July 8, 2004

33.4 Amendment to Rider 12, dated as of March 25, 2004

34 **LEASE AGREEMENT FOR RAILROAD TANK CARS DATED AS OF NOVEMBER 1, 1996 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND PCS PHOSPHATE COMPANY INC., AS LESSEE [PLM #4517-01]**

34.1 Rider 2 – Lease Dated November 1, 1996, dated as of August 3, 2000

34.2 Amendment to Rider 2, dated as of November 15, 2000

34.3 Amendment and Renewal Agreement to Rider 2, dated as of July 31, 2001

34.4 Renewal Agreement to Rider 2, dated as of January 11, 2003

34.5 Renewal Agreement to Rider 2, dated as of October 7, 2003

34.6 Renewal Agreement to Rider 2, dated as of August 25, 2004

35 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF DECEMBER 1, 1994 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND PETRESA INTERNATIONAL N.V., AS LESSEE [PLM #4900-01]**

35.1 Rider 5 to Master Railcar Leasing Agreement, dated as of April 22, 1999

35.2 Renewal Agreement to Rider 5, dated as of February 1, 2000

35.3 Renewal Agreement to Rider 5, dated as of March 8, 2002

35.4 Renewal Agreement to Rider 5, dated as of February 19, 2003 (not signed)

35.5 Amendment and Renewal Agreement to Rider 5, dated as of April 7, 2004

36 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF JUNE 1, 1991 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND QUEBEC NORTH SHORE & LABORADOR RAILWAY COMPANY, AS LESSEE [PLM #6905-01]**

36.1 Rider 1 to Master Railcar Leasing Agreement, dated as of May 14, 1991

36.2 Amendment and Renewal Agreement to Rider 1, dated as of March 18, 1996

- 36.3 Renewal Agreement to Rider 1, dated as of November 12, 1999
- 36.4 Renewal Agreement to Rider 1, dated as of May 16, 2000
- 36.5 Renewal Agreement to Rider 1, dated as of May 30, 2001
- 36.6 Renewal Agreement to Rider 1, dated as of May 12, 2002 (not signed)
- 37 **MASTER LEASE AGREEMENT #5065-01 FOR RAILROAD CARS DATED AS OF AUGUST 1, 1998 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND LR & M CORPORATION, AS LESSEE [PLM #5065-01]**
 - 37.1 Letter dated May 23, 2002 from Rail Logistics, LC providing name data for Lessee, with Form w-9 attached
 - 37.2 Rider 8 – Lease Dated August 1, 1998, dated as of July 21, 2002
 - 37.3 Rider 9 – Lease Dated August 1, 1998, dated as of July 21, 2002
 - 37.4 Rider 10 – Lease Dated August 1, 1998, dated as of March 26, 2004
- 38 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF DECEMBER 1, 1988 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND RECOCHEM INC., AS LESSEE [PLM #6330-01]**
 - 38.1 Rider 2 to Master Railcar Leasing Agreement (not dated and unsigned)
 - 38.2 Renewal Agreement – Rider No. 2, dated as of January 24, 1992
 - 38.3 Renewal Agreement – Rider No. 2, dated as of November 11, 1993
 - 38.4 Renewal Agreement – Rider No. 2, dated as of November 12, 1996
 - 38.5 Renewal Agreement – Rider No. 2, dated as of November 22, 1999
 - 38.6 Amendment – Rider No. 2, dated as of May 10, 2000
 - 38.7 Renewal Agreement – Rider No. 2, dated as of November 11, 2002
 - 38.8 Rider 004 to Master Railcar Leasing Agreement, dated as of [illegible]
 - 38.9 Renewal Agreement – Rider No. 4, dated as of October 1, 1992
 - 38.10 Renewal Agreement – Rider No. 4, dated as of August 8, 1995

- 38.11 Renewal Agreement – Rider No. 4, dated as of August 14, 1998
- 38.12 Renewal Agreement – Rider No. 4, dated as of June 29, 2001
- 38.13 Renewal Agreement – Rider No. 4, dated as of July 13, 2004
- 38.14 Rider 006 to Master Railcar Leasing Agreement, dated as of May __, 1992
- 38.15 Renewal Agreement – Rider No. 6, dated as of March 17, 1995
- 38.16 Renewal Agreement – Rider No. 6, dated as of April 23, 1997
- 38.17 Renewal Agreement – Rider No. 6, dated as of April 6, 1999
- 38.18 Renewal Agreement – Rider No. 6, dated as of March 25, 2002
- 38.19 Rider 10 to Master Railcar Leasing Agreement, dated as of September 10, 2001

39 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF OCTOBER 15, 1987 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND SHELL CANADA LIMITED, AS LESSEE [PLM #4860-01]**

- 39.1 Rider 36 to Master Railcar Leasing Agreement, dated as of May 8, 1995
- 39.2 Amendment to Rider 36, dated as of September 7, 1999
- 39.3 Renewal Agreement to Rider 36, dated as of December 8, 1999

40 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF FEBRUARY 1, 1992 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND SIMPLOT CANADA LIMITED, AS LESSEE [PLM #6355-01]**

- 40.1 Rider 001 to Master Railcar Leasing Agreement, dated as of March 12, 1992
- 40.2 Renewal Agreement to Rider 1, dated as of January 10, 1997
- 40.3 Amendment to Rider 1, dated as of December 9, 1998
- 40.4 Amendment and Renewal Agreement to Rider 1, dated as of January 8, 2002

- 40.5 Rider 2 to Master Railcar Leasing Agreement, dated as of September 17, 1993
- 40.6 Renewal Agreement to Rider 1, dated as of August 5, 1998
- 40.7 Amendment to Rider 2, dated as of July 30, 2002
- 40.8 Rider 3 to Master Railcar Leasing Agreement, dated as of January 19, 1996
- 40.9 Amendment to Rider 3, dated as of March 26, 1996
- 40.10 Renewal Agreement to Rider 3, dated as of February 1, 2001
- 40.11 Rider 4 to Master Railcar Leasing Agreement, dated as of April 15, 1997
- 40.12 Amendment to Rider 4, dated as of April 7, 1997
- 40.13 Renewal Agreement to Rider 4, dated as of March 11, 2002
- 40.14 Rider 5 to Master Railcar Leasing Agreement, dated as of April 15, 1997
- 40.15 Amendment to Rider 5, dated as of June 10, 1997
- 40.16 Renewal Agreement to Rider 5, dated as of March 11, 2002
- 40.17 Amendment to Rider 5, dated as of August 29, 2002
- 40.18 Rider 8 to Master Railcar Leasing Agreement, dated as of February 11, 1998
- 40.19 Amendment to Rider 8, dated as of June 11, 2001
- 40.20 Renewal Agreement to Rider 8, dated as of January 12, 2003
- 40.21 Rider 10 to Master Railcar Leasing Agreement, dated as of June 11, 2001
- 40.22 Amendment and Renewal Agreement to Rider 10, dated as of June 11, 2001
- 40.23 Rider 11 to Master Railcar Leasing Agreement, dated as of March 9, 2003
- 40.24 Renewal Agreement to Rider 11, dated as of March 9, 2004

41 **LEASE AGREEMENT FOR RAILROAD TANK CARS DATED AS OF
APRIL 28, 2004 BY AND BETWEEN TRANSPORTATION EQUIPMENT-**

PLM, LLC, AS LESSOR, AND SINCLAIR OIL CORPORATION, AS LESSEE [PLM #4762-01]

41.1 Rider 1 to Lease Agreement dated as of May 26, 2004

42 LEASE AGREEMENT FOR RAILROAD TANK CARS DATED AS OF AUGUST 19, 1998 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND SOUTHWEST RAIL INDUSTRIES INC., AS LESSEE [PLM #5890-01]

42.1 Rider 7 to Lease Agreement, dated as of November 15, 2000

42.2 Renewal Agreement to Rider 7, dated as of June 3, 2004

42.3 Rider 11 to Lease Agreement, dated as of July 8, 2003

43 LEASE AGREEMENT FOR RAILROAD TANK CARS DATED AS OF NOVEMBER 7, 2002 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND SUNCOR ENERGY MARKETING INC., AS LESSEE [PLM #6280-01]

43.1 Rider 1 to Lease Agreement dated as of November 12, 2002

43.2 Amendment to Rider 1 dated as of May 6, 2003

43.3 Renewal Agreement to Rider 1 dated as of November 21, 2003

43.4 Amendment Agreement to Rider 1 dated as of June 30, 2004 (unsigned)

43.5 Rider 2 to Lease Agreement (not dated and unsigned)

43.6 Rider 3 to Lease Agreement (not dated and unsigned)

44 LEASE AGREEMENT FOR RAILROAD TANK CARS DATED AS OF JANUARY 1, 1995 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND TANNER INDUSTRIES, AS LESSEE [PLM #4565-01]

44.1 Rider 2 to Lease Agreement, dated as of June 29, 2004

44.2 Rider 3 to Lease Agreement, dated as of May 10, 2004

45 MASTER RAILCAR LEASING AGREEMENT DATED AS OF NOVEMBER 1, 1994 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND COMINCO LTD., AS LESSEE [PLM #6132-01]

- 45.1 Certificate of name change to Teck Cominco Metals Ltd., dated July 25, 2001
- 45.2 Rider 1 to Master Railcar Leasing Agreement, dated as of September 13, 1995
- 45.3 Renewal Agreement to Rider 1, dated as of January 11, 2003
- 46 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF DECEMBER 1, 1991 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND TEMFIBRE INC., AS LESSEE [PLM #6395-01]**
 - 46.1 Letter dated March 20, 1995 from informing PLM of name change from "Temfibre Inc." to "Tembec Inc."
 - 46.2 Rider 9 to Master Railcar Leasing Agreement, dated as of June 29, 1994
 - 46.3 Amendment and Renewal Agreement to Rider 9, dated as of March 27, 2000
 - 46.4 Renewal Agreement to Rider 9, dated as of November 29, 2000
 - 46.5 Rider 20 to Master railcar Leasing Agreement, dated as of June 19, 2004
- 47 **LEASE AGREEMENT FOR RAILROAD TANK CARS DATED AS OF JULY 1, 1995 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND TERRA NITROGEN CORPORATION, AS LESSEE [PLM #4980-01]**
 - 47.1 Rider 23 to Lease Agreement, dated as of January 31, 2001
- 48 **MASTER LEASE AGREEMENT FOR RAILROAD TANK CARS DATED AS OF JANUARY 1, 2004 BY AND BETWEEN TRANSPORTATION EQUIPMENT-PLM, LLC, AS LESSOR, AND TESORO REFINING AND MARKETING CO., AS LESSEE [PLM #4981-01] [UNSIGNED]**
 - 48.1 Rider 1 to Master Lease Agreement, dated as of January 1, 2004
 - 48.2 Amendment to Rider No. 1, dated as of May 4, 2004
 - 48.3 Amendment to Rider 1, dated as of June 21, 2004 (unsigned)
- 49 **LEASE AGREEMENT FOR RAILROAD TANK CARS DATED AS OF JUNE 3, 1996 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND THATCHER COMPANY OF NEW YORK, AS LESSEE [PLM #7015-01]**

- 49.1 Rider 1 to Lease Agreement, dated as of September 30, 1996
- 49.2 Renewal Agreement, dated June 30, 1999
- 50 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF OCTOBER 1, 1989 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND TIGER CALCIUM INC., AS LESSEE [PLM #6411-01]**
 - 50.1 Rider 10 to Master Railcar Leasing Agreement, dated as of October 18, 2001
 - 50.2 Amendment to Rider 10, dated July 28, 2003
- 51 **LEASE AGREEMENT FOR RAILROAD CARS DATED AS OF APRIL 19, 1990 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND TRANSPORTATION EQUIPMENT, INC., AS LESSEE [PLM #5828-01]**
 - 51.1 Letter Agreement dated as of January 25, 1995 between PLM Transportation Equipment Corporation and Transportation Equipment, Inc. regarding cleaning
 - 51.2 Rider 30 to Lease Agreement, dated as of May 8, 1996
 - 51.3 Amendment and Renewal Agreement to Rider 30, dated as of June 23, 1997
 - 51.4 Amendment and Renewal Agreement to Rider 30, dated as of January 6, 1999
 - 51.5 Renewal Agreement to Rider 30, dated as of September 22, 1999
 - 51.6 Renewal Agreement to Rider 30, dated as of November 20, 2000
- 52 **MASTER LEASE AGREEMENT FOR RAILROAD CARS DATED AS OF JUNE 25, 2003 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND TRANSAMMONIA, INC., AS LESSEE [PLM #5734-01]**
 - 52.1 Rider 15 to Master Lease Agreement dated as of June 27, 2003
 - 52.2 Rider 16 Master Lease Agreement dated as of June 27, 2003
 - 52.3 Amendment to Rider 16 dated as of October 21, 2003

- 52.4 Amendment to Rider 16 dated as of June 10, 2004
- 52.5 Rider 18 to Master Lease Agreement, dated as of June 12, 2003
- 52.6 Renewal Agreement to Rider 18, dated as of April 2, 2004 (unsigned)
- 52.7 Rider 19 to Master Lease Agreement, dated as of June 12, 2003
- 52.8 Renewal Agreement to Rider 19, dated as of April 2, 2004 (unsigned)
- 52.9 Rider 21 to Master Lease Agreement (not dated and unsigned)
- 52.10 Renewal Agreement to Rider 19, dated as of April 2, 2004 (unsigned)

53 **LEASE AGREEMENT FOR RAILROAD CARS DATED AS OF NOVEMBER 1, 1988 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND COASTAL REFINING & MARKETING INC., AS LESSEE [PLM #4507-01]**

- 53.1 Letter dated July 15, 2003 from Trigeant Petroleum re assumption of Lease Agreement from El Paso Energy
- 53.2 Letter dated July 15, 2003 from El Paso Corporation recounting its acquisition of Coastal Corporation and subsequent transfer of asset, including the Lease Agreement to Trigeant.
- 53.3 Rider 10 to Lease Agreement, dated as of April 12, 2001

54 **LEASE AGREEMENT FOR RAILROAD TANK CARS DATED AS OF APRIL 2, 1993 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND UNITED REFINING COMPANY, AS LESSEE [PLM #4863-01] [NOTE: RECORDS REFER TO RIDER 2, BUT THERE HAS NEVER BEEN A RIDER 2. RIDER 1 IS THE CORRECT REFERENCE]**

- 54.1 Rider 1 to Lease Agreement, dated December 28, 1993
- 54.2 Renewal Agreement to Rider 1, dated August 10, 1994
- 54.3 Renewal Agreement to Rider 1, dated August 27, 1996
- 54.4 Renewal Agreement to Rider 1, dated August 30, 2001
- 54.5 Amendment to Rider 1, dated July 29, 2002
- 54.6 Amendment to Rider 1, dated May 25, 2003

- 54.7 Amendment to Rider 1, dated April 30, 2004
- 55 **MASTER LEASE AGREEMENT FOR RAILROAD TANK CARS DATED AS OF APRIL 5, 2004 BY AND BETWEEN TRANSPORTATION EQUIPMENT-PLM, LLC, AS LESSOR, AND VISTA PETROLEUM, AS LESSEE [PLM #4181-01] (Unsigned)**
- 55.1 Rider 1 to Master Lease Agreement, dated as of May 4, 2004
- 56 **MASTER RAILCAR LEASING AGREEMENT DATED AS OF APRIL 1, 1988 BY AND BETWEEN PLM EQUIPMENT GROWTH FUND CANADA LIMITED, AS LESSOR, AND WESTERN CO-OPERATIVE FERTILIZERS LIMITED, AS LESSEE [PLM #4870-01]**
- 56.1 Rider 3 to Master Railcar Leasing Agreement, dated as of November 4, 1991
- 56.2 Amendment and Renewal Agreement to Rider 3, dated as of December 20, 1995
- 56.3 Amendment to Rider 3, dated as of February 8, 2000
- 56.4 Renewal Agreement to Rider 3, dated as of November 20, 2000
- 56.5 Rider 4 to Master Railcar Leasing Agreement dated as of November 4, 1991
- 56.6 Renewal Agreement to Rider 4 dated as of February 16, 1996
- 56.7 Renewal Agreement to Rider 4 dated as of January 21, 2002
- 56.8 Amendment and Renewal Agreement to Rider 4 dated as of May 24, 2002
- 56.9 Amendment and Renewal Agreement to Rider 4 dated as of May 24, 2002
- 56.10 Amendment and Renewal Agreement to Rider 4 dated as of May 7, 2004
- 56.11 Rider 6 to Master Railcar Leasing Agreement, dated as of July 28, 1994
- 56.12 Renewal Agreement to Rider 6, dated as of July 7, 1999
- 56.13 Amendment and Renewal Agreement to Rider 6, dated as of May 18, 2004 (unsigned)]
- 56.14 Rider 7 to Master Railcar Leasing Agreement, dated as of July 28, 1994
- 56.15 Renewal Agreement to Rider 7, dated as of June 30, 1998

- 56.16 Amendment to Rider 7, dated as of February 8, 2000
- 56.17 Renewal Agreement to Rider 7, dated as of June 13, 2003
- 56.18 Rider 8 to Master Railcar Leasing Agreement, dated as of July 28, 1994
- 56.19 Renewal Agreement to Rider 8, dated as of June 18, 1997
- 56.20 Renewal Agreement to Rider 8, dated as of July 1, 2002
- 56.21 Rider 10 to Master Railcar Leasing Agreement, dated as of January 8, 1996
- 56.22 Renewal Agreement to Rider 10, dated as of November 21, 2000
- 56.23 Rider 13 to Master Railcar Leasing Agreement dated as of July 7, 1997
- 56.24 Amendment to Rider 13 dated as of September 9, 1997
- 56.25 Renewal Agreement to Rider 13 dated as of July 1, 2002

57 LEASE AGREEMENT FOR RAILROAD TANK CARS DATED AS OF MARCH 1, 1999 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR, AND WESTLAKE CA&O CORPORATION, AS LESSEE [PLM #5171-01]

- 57.1 Rider 2 to Lease Agreement (not dated and unsigned)
- 57.2 Renewal Agreement to Rider 2, dated as of April 12, 2004 (unsigned)
- 57.3 Rider 3 to Lease Agreement (not dated and unsigned)
- 57.4 Renewal Agreement to Rider 3, dated as of April 6, 2004 (unsigned)
- 57.5 Rider 5 to Lease Agreement (not dated and unsigned)

58 MASTER LEASE AGREEMENT FOR RAILROAD TANK CARS DATED JANUARY 1, 1993 BY AND BETWEEN PLM INVESTMENT MANAGEMENT, INC., AS LESSOR AND HYDRO AGRI NORTH AMERICA, INC., AS LESSEE [PLM #5189-01]

- 58.1 Notice dated December 30, 2003 regarding name change to Yara North America, Inc.
- 58.2 Rider 7 to Master Lease Agreement dated as of December 22, 2003
- 58.3 Amendment to Rider 7 dated as of June 8, 2004 (unsigned)

58.4 Rider 8 to Master Lease Agreement dated as of December 22, 2003

58.5 Amendment to Rider 8 dated as of June 9, 2004 (unsigned)

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

11/4/04



Robert W. Alvord